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8 Attorney for Plaintiff
9 REALD INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

REALD INC.

Plaintiff,

v.

VOLFONI, INC., VOLFONI
SAS, AND VOLFONI-RIO
ASIA COMPANY LIMITED

Defendants.

CASE NO. CV 14-02303 GW(MANx)

[Assigned to the Hon. George S. Wu]

**JOINT STIPULATION OF
VOLUNTARY DISMISSAL
WITHOUT PREJUDICE**

1 Plaintiff RealD Inc. (“Plaintiff”) and Defendants Volfoni, Inc., Volfoni SAS,
 2 and Volfoni-Rio Asia Company Limited (collectively, “Defendants”), by and through
 3 their attorneys, make the following joint stipulation for a voluntary dismissal without
 4 prejudice of this action, Case No. 2:14-cv-02303 (this “Action”).

5 In support of their joint stipulation, the parties state as follows:

6 **I. Background**

7 1. On March 26, 2014, Plaintiff filed its complaint in this Action asserting
 8 the infringement of Plaintiff’s U.S. Patent Nos. 7,857,455, 8,220,934, 7,959,296, and
 9 7,905,602 (the “Patents”) by Defendants’ SmartCrystal Diamond product (the
 10 “Accused Product”). Each Defendant hereby agrees that service of the complaint on it
 11 was effective and complete.

12 2. Defendants further represent that they intend to make and/or import into
 13 and offer, sell, and use in the United States a modified version of the Accused Product
 14 (the “Modified Product”). Based on the information and belief, Plaintiff will assert
 15 that the Modified Product also infringes claims of the Patents once any unit of the
 16 Modified Product is made, used, offered, sold, or imported into the United States. The
 17 parties therefore agree that Plaintiff’s infringement action will likely be continued
 18 against the Defendants with regard to the Modified Product and that it is in their best
 19 interest, and in the interest of judicial efficiency, to make this joint stipulation, enter
 20 into the following agreement, and have Plaintiff voluntarily dismiss this Action
 21 without prejudice to refiling it.

22 3. Each of the Defendants hereby represents and warrants that neither it nor
 23 any of its affiliates has ever sold or distributed any unit of the Accused Product or the
 24 Modified Product in the United States. Each of the Defendants further hereby
 25 represents and warrants that neither it nor any of its affiliates is currently making,
 26 using, offering, selling or distributing in, or importing into the United States any unit
 27 of the Accused Product, any Modified Product, or any other product covered by any
 28 claim of any of the Patents, and that, to the best of its knowledge and belief, no unit of

1 the Accused Product or any Modified Product is at present in the United States. In
 2 addition, each of the Defendants hereby represents and warrants that neither it nor any
 3 of its affiliates imported any unit of the Accused Product or the Modified Product for
 4 purposes of CinemaCon 2014, or displayed or demonstrated any unit of the Accused
 5 Product or the Modified Product at CinemaCon 2014.

6 **II. Agreement**

7 4. Plaintiff and Defendants agree for Plaintiff to voluntarily dismiss the
 8 Action against Defendants without prejudice to refiling same.

9 5. Plaintiff may refile the patent infringement action against Defendants or
 10 any Defendant after any Defendant or any of its affiliates has commenced, directly or
 11 indirectly, making, using, offering, selling or distributing in or importing into the
 12 United States any unit of the Accused Product or the Modified Product (the “Refiled
 13 Action”). Each Defendant hereby waives service of Plaintiff’s complaint in the
 14 Refiled Action. Service of the complaint in the Refiled Action shall be effective
 15 automatically and immediately once a copy of such complaint is transmitted by e-mail
 16 to a Defendant (for each Defendant, this requirement shall be satisfied by transmitting
 17 such complaint by e-mail to an e-mail address to be provided by Defendants) and
 18 Defendants’ undersigned counsel, and Defendants shall have thirty (30) calendar days
 19 after such agreed service to answer or otherwise respond to the complaint in the
 20 Refiled Action. The Refiled Action shall be heard before the Hon. George H. Wu,
 21 subject to the Court’s availability and consent, and no party will oppose Judge Wu’s
 22 presiding over the Refiled Action. Each Defendant hereby submits to, and waives any
 23 objection to, the personal jurisdiction of the Court in the Refiled Action.

24 6. Defendants agree that, until fifteen (15) business days after Defendants
 25 provide written notice of the intent by any of them or any of their affiliates to directly
 26 or indirectly, make, use, offer, sell or distribute in, or import into, the United States
 27 any unit of the Accused Product or the Modified Product, and make available to
 28 Plaintiff for reasonable inspection and analysis a representative sample of the Accused

1 Product or the Modified Product, as applicable, and any user manual and technical
2 documentation related thereto, none of the Defendants or their affiliates will initiate
3 any action, claim, or proceeding asserting or alleging the invalidity of any claim of
4 any Patent or the unenforceability of any Patent for any reason in any forum,
5 including, without limitation, any declaratory judgment action or any review or
6 reexamination of a Patent in the U.S. Patent and Trademark Office.

7 7. Nothing in this stipulation shall be deemed to be any agreement,
8 concession, stipulation, or consent by Plaintiff that the Accused Product or the
9 Modified Product does not infringe any claim of any Patent, that any claim of any
10 Patent is invalid, or that any Patent is unenforceable. Nothing in this stipulation shall
11 be deemed to be any agreement, concession, stipulation, or consent by Defendants that
12 the Accused Product or the Modified Product infringes any claim of any Patent, that
13 the claims of the Patents are valid, or that the Patents are enforceable.

14 8. This agreement shall be a binding agreement between the parties
15 effective upon filing of this joint stipulation with the Court.

16 **III. Dismissal**

17 WHEREFORE, in accordance with Federal Rule of Civil Procedure
18 41(a)(1)(A)(i), Plaintiff RealD Inc. hereby dismisses this Action in its entirety
19 WITHOUT PREJUDICE. Each party shall bear its own attorneys' fees and costs.

20 DATED: June 13, 2014

BAKER & MCKENZIE LLP

23 By /s/ D. James Pak

24 D. James Pak

25 Attorney for Plaintiff RealD Inc.

1 DATED: June 13, 2014

2 QUINN EMANUEL URQUHART &
3 SULLIVAN, LLP

4 By /s/ Harold Barza

5 Harold Barza

6 Attorney for Defendants Volfoni, Inc.,
Volfoni SAS, and Volfoni-Rio Asia
Company Limited.

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8 ATTESTATION OF CONCURRENCE

9 I, James D. Pak, attest that I am one of the attorneys for Plaintiff ReaLD, Inc.,
10 and as the ECF user and filer of this document I attest that concurrence in the filing
11 of this document has been obtained from its signatories.

12

13 DATED: June 13, 2014

14 /s/ D. James Pak

15 D. James Pak